

An Agreement between the  
**Lakewood Administrators' Association** 

and the

**Lakewood Board of Education**

for the period

July 1, 2015 to June 30, 2018

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## ARTICLE I RECOGNITION

The Lakewood Board of Education hereby recognizes the Lakewood Administrators' Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for all certificated administrators who are directly employed by the Board in the following positions:

Including: All principals, assistant principals, directors, supervisors, and the Community School Administrator.

Excluding: All other certificated staff members, and all non certificated employees.

Unless otherwise indicated, the term "administrator" when used hereinafter in the Agreement, will refer to all professional employees represented by the Association in the negotiating unit as above defined.

## ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiation in accordance with the provisions of Chapter 123, Public Laws 1974 and a good faith effort to reach agreement concerning the terms and conditions of administrators' employment. Negotiations will begin no later than November 1st of the calendar year proceeding the calendar year in which this Agreement expires.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III GRIEVANCE PROCEDURE

Any member or class of members of the Association or representatives of the Association shall have the right to assert a claim through administrative channels based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting terms and conditions of employment. With respect to his/her personal grievances, he or she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. He or she shall have the right to present his/her own appeal or designate representatives of the Lakewood Administrators' Association or another person of his/her own choosing to appear with him/her or for him/her in any step of his/her appeal.

### Step One:

All grievances will be discussed informally with the immediate supervisor, and if not resolved moved to Step 2.

If the grievant is successful, all references to the grievance shall be removed from the grievant's personnel file.

#### ARTICLE IV SICK LEAVE

All members of the Lakewood Administrators' Association shall be entitled to one (1) sick day for each month of their yearly employment contract: e.g., twelve (12) month employment contract equals twelve (12) sick days per year. Said days shall be available to the employee at the commencement of the employee's work year. Unused sick leave days shall be accumulated from year to year with no limit.

For each complete year of service beyond three (3) years, the administrator will be eligible for a maximum of an additional five (5) days of sick leave. For example, after five (5) complete years of service, the administrator is eligible for ten (10) days of additional sick leave; after nine (9) complete years of service, the administrator is eligible for thirty (30) days of additional leave. An administrator may only use the maximum additional days for which he or she is eligible two (2) times during his/her career in the Lakewood school district. Additional leave may be requested through the Superintendent. The rate of pay will be pro-rated at one-half (1/2) of the regular salary for each additional sick day used.

In the event of extreme personal illness or documented similar crisis, an administrator may, with the approval of the Board of Education, draw upon his/her bank of accumulated leave days, provided that all available sick leave, vacation and personal leave time has been exhausted.

In the event of the death of a member, payment shall be made to the member's estate as if the member had retired in accordance with Article V, Section B, Paragraph 2.

#### ARTICLE V RETIREMENT BENEFITS

A. All administrators, upon retirement, shall be paid for unused sick leave according to the following schedule:

At retirement all administrators are eligible for forty percent (40%) of the total number of accumulated sick leave days over the number of contractual work days times the per diem average of their last year's salary [calculated pursuant to Article VI.]

B. 1. Administrators who retire shall receive 1/2 of their accumulated sick leave within 30 days of their retirement and the balance by the following January 5<sup>th</sup>. These payments shall be deposited into a Board approved Post Retirement Deferred Payment Compensation Plan in accordance with applicable Internal Revenue Service regulations. There is no option to have the sick leave paid in cash.

## ARTICLE VII TEMPORARY LEAVES OF ABSENCE

- A. All administrators employed by the Lakewood Board of Education prior to July 1, 1993 are entitled to five (5) days of personal, non-accumulative leave of absence without reason given. Administrators hired after July 1, 1993 shall be entitled to four (4) days of personal, non-accumulative leave of absence without reason given. The request for leave shall be made to the superintendent's office forty-eight (48) hours in advance of the leave requested, except in the case of emergencies.
- B. Each unit member shall be entitled to up to five (5) days bereavement leave in the case of death in the immediate family.

Immediate family shall include: father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or a relative living as a member of the immediate household.

## ARTICLE VIII EXTENDED LEAVES OF ABSENCE

- A. Personal leaves of absence without pay may be granted by the board.
- B. An administrator returning from a personal leave to an open position will be placed at salary consistent with his/her position in relation to other administrators of equal training and experience.

## ARTICLE IX PROFESSIONAL LEAVES OF ABSENCE

All administrators may be entitled to professional leaves of absence for the purpose of enhancing their professional skills and strengthening the quality of education in the Lakewood school system.

Said professional leave may be used singularly, collectively, or a part thereof with the superintendent's approval.

Application for professional leave will be made to the administrator's immediate superior, or in cases where the immediate superior is the superintendent, directly to the superintendent. All applications for professional leave shall be forwarded to the Superintendent/ designee for approval or disapproval.

Whenever practical, requests for professional leave shall be made at least one (1) month in advance of the date requested. An administrator shall be entitled upon board approval to

## ARTICLE XII ADMINISTRATORS' RIGHTS

### Rights and Protection in Representations

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other connected activities for mutual aid and protection.

As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, collective negotiations with the Board, or his/her institutions of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

### Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he/ she may have under New Jersey School laws or other applicable laws and regulations. The rights granted to members hereunder shall be deemed to be in addition to those provided elsewhere.

### Required Meetings or Hearings

Whenever any administrator is required to appear formally before the Board or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that administrator in his/her office, position or employment or the salary or any increments pertaining thereto, then the Superintendent shall attempt to give five (5) days prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

## ARTICLE XIII STAFFING

All board and administrative decisions affecting the placement of professional, paraprofessional and non-professional personnel shall include the input of the building administrator of the particular building affected, whenever administratively possible as determined by the Superintendent or his/her designee.

## ARTICLE XVI SALARIES

- A. The salary ranges for all administrators covered by this agreement are set forth in Appendix A which is attached hereto and made a part hereof.
- B. All administrators shall be paid every other Friday. When a payday falls on or during a holiday or vacation, administrators shall receive their paychecks on the last previous working day.
- C. Initial placement within the range for new administrators shall be the prerogative of the Board of Education.
- D. Non-tenured administrators shall be notified of their contract and salary status according to law.
- E. Administrators must work at least one-half plus one (1) day of their regular work year to qualify for advancement of one (1) step on the salary guide for the following contract year.

## ARTICLE XVII VACATIONS & HOLIDAYS

- A. All vacation days may be taken individually or in multiple day combinations with the approval of the Superintendent of Schools or his/her designee. Twelve (12) month administrators shall be entitled to a vacation period of seventeen (17) working days. The seventeen (17) vacation days shall be credited on July 1st of each school year. If a twelve (12) month administrator hired after July 1, 1991, leaves the district during the school year, a pro-rata salary deduction for used, but as yet unearned, vacation days shall be made from the administrator's final paycheck, based on 1.42 days for each month not worked.

Ten (10) of the seventeen (17) days must be taken during the summer. The remaining seven (7) days may be taken during the school year. Five (5) vacation days may be carried over to the following school year. With the approval of the superintendent or his/her designee, an administrator may carry over additional vacation days or receive compensation for these days should a situation arise in which the administrator is not able to use the allotted vacation days within the specified year.

All twelve (12) month administrators employed before July 1, 1991 are grandfathered under the old system, in which accumulated days, at the rate of 1.42 days per month, are awarded in the successive year.

- B. Holidays for administrators shall be consistent with the school calendar, except where necessary for budgets and emergencies declared by the Board of Education.

- C. Application for sabbatical leave must be accompanied by the submission of a written plan noting the manner in which the program will enhance the administrator's professional competence.
- D. Application for sabbatical leave shall be submitted to the Superintendent no later than February 15 for the ensuing school year for Board and/or Superintendent's action by March 30.
- E. The duration of the sabbatical leave shall not exceed one (1) school year. No more than one administrator may be granted a sabbatical leave during any given school year.
- F. The administrator shall agree in writing to commit himself/herself to continue employment in the Lakewood school district for at least five (5) years following the completion of the sabbatical leave.
- G. The Board will pay one-half (1/2) of the administrator's annual salary, and will consider the period of the sabbatical in all ways comparable to a similar period of professional service in the district as to benefits and status.
- H. In the event an administrator cannot fulfill the obligation of five (5) years service to the district following completion of the sabbatical, the administrator will repay to the Board of Education that portion of the sabbatical salary received on a pro-rated basis for any portion of the five (5) years service time not completed.

## ARTICLE XXI MISCELLANEOUS

### Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

### Savings Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE XXIII NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

If by the Association, to the

Lakewood Board of Education  
200 Ramsey Avenue  
Lakewood, New Jersey 08701

If by the Board, to the

Lakewood Administrators' Association President  
Lakewood Public Schools  
Lakewood, New Jersey 08701

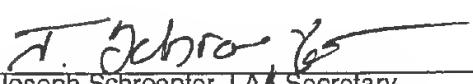
This Agreement is entered into as of the 1st day of July 2015, by and between the Lakewood Board of Education, Lakewood, New Jersey and the Lakewood Administrators' Association, and shall continue in effect through June 30, 2018.

### Appendix A: Salary Guides

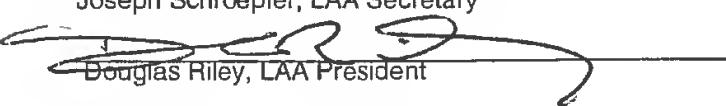
Salaries will be adjusted by an annual percentage as follows:

- a. 2015-16: 2.0% effective October 1, 2015
- b. 2016-17: 2.5%
- c. 2017-18: 2.5%

### **FOR THE LAKWOOD ADMINISTRATORS' ASSOCIATION:**

  
Joseph Schroeper, LAA Secretary

September 21, 2016

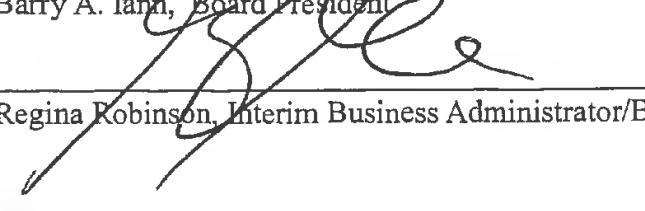
  
Douglas Riley, LAA President

September 21, 2016

### **FOR THE LAKWOOD BOARD OF EDUCATION:**

  
Barry A. Iann, Board President

September 21, 2016

  
Regina Robinson, Interim Business Administrator/Board Secretary

September 21, 2016

## APPENDIX A (CONT'D)

### L.A.A. Salary Guides, 2015-2018

#### CATEGORY II:

Step	2015-16	2016-17	2017-18
1	104,559	105,866	107,190
2	105,594	107,173	108,513
3	106,640	108,234	109,853
4	107,696	109,306	110,940
5	107,696	110,388	112,039
6	111,761	110,388	113,148
7	112,879	114,555	117,419
8	116,059	115,701	118,593
9	118,791	118,960	121,934
10	119,603	121,761	124,805
11	121,450	122,593	125,658
12	121,797	124,842	127,963
13	123,983	127,083	130,260
14	125,362	128,496	131,709
15	126,741	129,910	133,157
16	128,466	131,678	134,970
17	130,385	133,644	136,985
OFF	132,583	135,897	139,295

Category I: Principals	Category II: Assistant Principals Supervisors Directors
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#### ADDENDS TO SALARY:

Degree Status:

MA+15 : \$3,000  
MA+30: \$5,000  
Ed.D./Ph.D.: \$6,000

file

MEMORANDUM OF AGREEMENT BETWEEN THE NEGOTIATIONS TEAMS OF  
THE LAKEWOOD BOARD OF EDUCATION AND THE LAKEWOOD  
ADMINISTRATORS ASSOCIATION

This Memorandum is entered into on the 3 day of August, 2015 between the above parties. The parties agree to the following terms and conditions for a successor to their 2012-2015 collective negotiations agreement. This Memorandum is subject to ratification by the membership of the Association and the Board of Education. The parties agree to recommend ratification to their respective membership. All negotiations proposals not listed in this Memorandum are dropped. Except as modified herein, the parties' prior collective negotiations agreement shall remain unchanged and continue in full force and effect.

1. Term of Agreement: three years, July 1, 2015 through June 30, 2018. Change all dates in contract and reletter and renumber where applicable.
2. Salary increase: a) 2015-16: the agreed upon salary base shall be increased by 2.0%, inclusive of increment, effective October 1, 2015. Salary guides shall be mutually developed.  
b) 2016-17 and 2017-18 school years: the salary guide base shall be increased by 2.5% effective July 1, 2016, and by 2.5% effective July 1, 2017, inclusive of increment. Salary guides will be mutually developed.
3. The parties agree to add to the contract a provision for the LAA officers to hold quarterly meetings with the Superintendent, with specific contract language to be mutually developed by the parties.
4. The parties agree to add to the contract a provision specifying the starting and stopping times of the administrator day for purposes of clarifying when unit members are eligible for compensation for supervision of programs outside of their regular contractual assignment. The parties will mutually develop specific contract language.
5. This Memorandum is subject to approval by the New Jersey State Monitors assigned to the District.

FOR THE BOARD:

Ada J. Gonyea

DATED:

FOR THE ASSOCIATION:

Howard J. Medina Howard M. Miller Tracy Padantonio  
Doug Riley

DATED: